

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

CHRISTINA MONGELLI,)	
)	
Plaintiff,)	
)	
v.)	C. A. No. 05-359-SLR
)	
RED CLAY CONSOLIDATED SCHOOL)	TRIAL BY JURY
DISTRICT BOARD OF EDUCATION,)	DEMANDED
et al.,)	
Defendants.)	

DEFENDANTS' PROPOSED SPECIAL VERDICT FORM

Please answer the following questions. Your answer to each question must be unanimous.

Title VII Hostile Work Environment Harassment Based on Sex

1. Under the law given to you in the instructions, has Plaintiff proved by a preponderance of the evidence that while she worked for Defendants she was sexually harassed?

Yes _____

No _____

If your answer to question 1 is "yes," go to question 2.

If your answer to question 1 is "no," skip questions 2 through 4 and go to question 5.

2. Under the law given to you in the instructions, has Plaintiff proved by a preponderance of the evidence that Defendants knew or should have known of the harassment, and failed to take prompt and appropriate corrective action to end the harassment?

Yes _____

No _____

If your answer to question 2 is "yes," go to question 3.

If your answer to question 2 is "no," skip questions 3 through 4 and go to question 5.

3. Under the law given to you in the instructions, have Defendants proved by a preponderance of the evidence that it made reasonable efforts to prevent and correct sexual harassment in the workplace?

Yes _____

No _____

Go to question 4.

4. Have Defendants proved by a preponderance of the evidence that Plaintiff unreasonably failed to take advantage of opportunities that Defendants provided to prevent and correct

sexual harassment or otherwise failed to make reasonable efforts to avoid being sexually harassed?

Yes _____

No _____

Title VII Retaliation

5. Under the law given to you in the instructions, has Plaintiff proved by a preponderance of the evidence that Defendants' stated reasons for its decision to not renew Plaintiff's employment contract were not the real reasons for her termination, but instead were a pretext for intentional discrimination against her because she made a sexual harassment claim?

Yes _____

No _____

If your answer to question 5 is "no", skip to question 8.

6. Do you find that a determinative factor in the Defendant's decision not to renew her employment contract was her reporting a claim of sexual harassment?

Yes _____

No _____

If your answer to question 6 is "no," skip to question 8.

7. Have the Defendants presented a legitimate, non-retaliatory reason why Plaintiff's employment contract was not renewed?

Yes _____

No _____

Damages

8. Under the law as given to you in the instructions, is Plaintiff entitled to compensation in connection with her claims?

Yes _____

No _____

- a. If you have answered "yes," what monetary amount do you award Plaintiff for compensation in connection with her claims?
\$ _____

Go to the next question.

9. Under the law as given to you in the instructions, is Plaintiff is entitled to back pay in connection with her claims?

Yes _____

No _____

- a. If you have answered "yes," what monetary amount do you award Plaintiff for back pay in connection with her claims?
\$ _____

Go to the next question.

10. Under the law as given to you in the instructions, is Plaintiff entitled to front pay in connection with her claims?

Yes _____

No _____

- a. If you have answered "yes," what monetary amount do you award Plaintiff for front pay in connection with her claims?
\$ _____

Your deliberations are now complete. You should each sign the attached form.

[Insert signature page for jurors.]

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